

THE CHOCOLATIER

KIDS COLORING FEATURE OPPORTUNITY GRANT OF USE AND PUBLICITY RELEASE

Thank you for participating in *The Chocolatier* Restaurant, Bar + Patio kids coloring feature opportunity (“Opportunity”) presented by Hershey Entertainment & Resorts Company (“HE&R”) and submitting an Art Sheet for your child as defined in the Opportunity Terms and Conditions (“Terms”).

By submitting the Art Sheet, I consent and agree (for myself and on behalf of my child) to the terms of this Grant of Use and Publicity Release (“Release”), as follows:

1. I REPRESENT THAT THE ART SHEET INCLUDED IN MY SUBMISSION (AS DEFINED IN THE TERMS) IS MY CHILD’S ORIGINAL WORK AND THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD NAMED IN MY SUBMISSION. I FURTHER REPRESENT THAT I AM AN ADULT (AT LEAST 18 OR THE AGE OF MAJORITY IN MY STATE OF RESIDENCE). I HAVE READ AND UNDERSTAND THIS RELEASE, AND UNDERSTAND THIS RELEASE INCLUDES A WAIVER AND RELEASE OF CLAIMS AGAINST HE&R.
2. Once submitted, HE&R will become the exclusive owner of all rights (including copyrights and other property rights) of the Submission, including the Art Sheet. I acknowledge that the Submission will not be acknowledged or returned and cannot be changed, altered, revised, or modified.
3. I represent and warrant: (i) that the Art Sheet is free and clear of any claims, rights, liens or encumbrances whatsoever; (ii) that the Art Sheet is an original work independently created by my child; (iii) that no other individual or entity is presently authorized to copy or otherwise use the Art Sheet; (iv) that I have the full and unrestricted right to make the grant as embodied by this Release; and (v) that the Art Sheet does not infringe upon any copyrights, trademark rights, or any other rights of any third party.
4. I unconditionally and irrevocably assign, transfer, and grant to HE&R all right, title, and interest in and to the original art contained on the Art Sheet and the scan or picture provided with the Submission, including, without limitation, all rights in copyright and the right to register the copyright with the U.S. Copyright Office or similar offices around the world.
5. I acknowledge that by virtue of this assignment, transfer, and grant of use, HE&R and/or its affiliated representatives, licensees, successors, and assigns have the unlimited, unrestricted, irrevocable, freely assignable, freely transferable right to use, display, distribute, transmit, reproduce, publish, edit, alter, and sublicense the art contained on the Art Sheet in any way and to otherwise exploit the art (alone or combined with other content) for promotional, advertising, and other lawful purposes in any media or manner (now existing or later developed) worldwide (including, without limitation, on HE&R social channels and/or at *The Chocolatier*). I understand that there is no guarantee that HE&R will make use of the Art Sheet I submitted, and any use of the Art Sheet is at HE&R’s sole and absolute discretion.
6. I understand that HE&R does not have to notify me or get my prior review and/or approval for use of the Art Sheet (including the original art contained in the Art Sheet) and I waive any moral rights, rights of attribution, or similar rights that may exist. I also agree HE&R does not have any obligation to pay or provide other compensation or acknowledgement to me or my child.
7. I consent and agree (for myself and on behalf of my child) that HE&R has the unrestricted and perpetual right and license (but no obligation) to use, display and publish my name and the first name and

last initial, age and home state of my child in connection with any use, display, or publication of the Art Sheet in any manner provided in this Release.

8. By participating in the Opportunity and to the fullest extent allowed by law, I (for myself, my child, and any others on my behalf), irrevocably and unconditionally waive, release, discharge, and agree not to sue HE&R and its owner, directors, officers, employees, agents, affiliated companies, successors and assigns (“Released Parties”) for any and all costs, claims, liabilities, losses, damages, injuries, actions, proceedings, encumbrances, judgments, reasonable attorneys' fees, expert fees and court costs (“Claims”), arising out of or in connection with, or due in whole or in part, directly or indirectly, whether caused by HE&R’s negligence or not, from my participation in the Opportunity, HE&R’s use or nonuse of the Art Sheet as permitted under this Release or for violations of any personal rights (such as publicity rights or invasion of privacy).